

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re:

U. S. Patent No. 6,609,975 issued August 26, 2003

Applicants: Thomas E. SAWYER, et al.

Confirmation No. 6772

Serial No.: 08/918,944

Art Unit: 3714

Filed: August 25, 1997

Examiner: SAGER, M.

For: ELECTRONIC SYSTEM AND  
METHOD FOR OPERATING AN INCENTIVE AUXILIARY GAME

Atty. Docket No.  
6,609,975

**DECLARATION IN SUPPORT OF PETITION TO REINSTATE U.S. PATENT NO.  
6,609,975**

I, Wilburn Chesser, declare and say:

1. That I am a citizen of the United States of America. I am presently with the law firm of Arent, Fox LLP having a place of business at 1050 Connecticut Avenue, NW, Washington, DC 20036-5339. My current direct-in-dial telephone number is (202)715-8434;

2. That my law firm has undertaken a thorough search of Arent, Fox LLP records for correspondence or other documents related to US Patent No. 6,609,975 ("the '975 patent") and have located no such records;

3. That, on or about August 10, 2006, I was requested by Mr. Cranford to transfer all intellectual property files for Ten Stix Gaming, formerly known as TEN STIX Inc. ("Ten Stix") to James Bindseil, Esq. then at the law firm of Lowe, Hauptman, Ham & Berner;

4. That, when I was with the law firm of Arent Fox Kintner Plotkin & Kahn, PLLC and during the prosecution of the application which issued as the '975 patent (prior to its transfer), I received possession of a patent prosecution file and was responsible for prosecution of this application until the '975 patent issued;

4. That, upon the issuance of US Patent No. 6,609,975, in the August of 2003 time frame, it was then the practice of the firm of Arent Fox Kintner Plotkin & Kahn, PLLC, with whom I was then associated, to request that maintenance fee responsibilities be handled by Computer Patent Annuities, (later CPA Global), of Alexandria, Virginia. This transfer of maintenance fee payment responsibility to Computer Patent Annuities is consistent with an e-mail communication from Ms. Jennifer M Lopez to [tjackson@pctlg.com](mailto:tjackson@pctlg.com) of February 23, 2010, indicating that responsibility was indeed transferred and became recorded in the, then, Computer Patent Annuities system on June 15, 2004; (Exhibit 1, Chesser Affidavit).

5. That, to the best of my personal recollection and upon information and belief, I had no knowledge of the expiration of US Patent No. 6,609,975 until learning of the expiration from Mr. Jackson in February of 2010;

6. That either my then law firm's request or a request to Computer Patent Annuities of Alexandria, VA to assume maintenance fee responsibilities for the '975 patent under my supervision is also evidenced by a Notice of Patent Expiration issued September 24, 2007, and addressed to Computer Patent Annuities. (Exhibit 2, Chesser Affidavit). Upon information and belief, this exhibit is the only evidence of any mailing of a Notice of Patent Expiration to anyone. No other such Notice is in the retrieved file wrapper for US Patent No. 6,609,975. Upon information and belief, I never received such a Notice of Patent Expiration from the United States Patent Office;

7. That I declare further that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patents issuing thereon.

Respectfully submitted,



Wilburn Chesser  
Arent, Fox LLP  
1050 Connecticut Avenue, NW  
Washington, DC  
20036-5339

April 12, 2010

Attachments: Chesser Exhibits 1 and 2